

REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA, COUNTY OF
ALAMEDA***

REGARDING:

*Ergonomic Assessment and Consultation Services
SC 1701.2021.1*

PROPOSALS DUE:

December 22, 2021 NO LATER THAN 3:00 P.M. PACIFIC TIME

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1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, County of Alameda, hereinafter “Court”, is one of 58 superior courts in the State of California. The Court operates nine courthouses within the County of Alameda: Rene C. Davidson Courthouse, Administration Building, Wiley W. Manuel Courthouse, Juvenile Justice Center, Hayward Hall of Justice, George E. McDonald Hall of Justice, Berkeley Courthouse, Fremont Hall of Justice and East County Hall of Justice. The Court requires the need for an ergonomic program which benefits the employees of the Court.
- 1.2 The Court is seeking a Contractor’s services to assist in mitigating the Court’s risk at preventing or minimizing employee injury claims due to their work situation. The geographic locations for the evaluations will cover eight courthouses listed above. Services are estimated to be performed by the Contractor between March 1, 2022 and February 28, 2025, with possible options to renew for up to two (2) consecutive two-year option terms. The Court will have sole discretion to exercise any such option.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a person or entity with expertise in preventative and post injury ergonomic worksite evaluations and modifications to reduce the frequency and severity of occupation injuries and maintain compliance with the State Ergonomic Injury Program Mandate. The Court seeks the services of a contractor who can also provide installation services upon completion of ergonomic evaluations.

- 2.1 The selected Contractor will administer and provide oversight to the Courts ergonomic programs. The Contractor will manage the Court’s comprehensive ergonomic injury prevention program. The ergonomic program should focus on ergonomic worksite evaluations and modifications to reduce the frequency and severity of occupation injuries and maintain compliance with the State Ergonomic Injury Program Mandate. The Contractor must perform all work with the requisite skill and diligence consistent with professional standards for the industry and type of work, and pursuant to governing rules and regulations of the industry.
- 2.2 Scheduling Requirements: The Contractor will coordinate evaluation appointments. If there are multiple evaluations needed in the same facility, Contractor will make best efforts to schedule the appointments back-to-back. For each evaluation, the Contractor must perform the following scheduling activities:
 - 2.2.1 The Contractor must be available to perform evaluations within 3 to 5 business days from the date of the evaluation request sent by the Court.
 - 2.2.2 The Contractor must complete its written ergonomic report and provide it to the

the Court within 3 to 5 business days of completing the evaluation.

2.3 Evaluation and Reporting Requirements: The Contractor must perform the following on-site evaluations and reporting activities:

2.3.1 Perform evaluations taking into consideration the employee's workstation configuration, job tasks, and employee's posture and movement patterns at the workstation, and other criteria on the following services.

2.3.2 Provide one-on-one consultation to the employee on proper posture, ergonomic best practices, and ergonomic risk factors including tips, exercises, and possible behavior modifications to prevent and/or reduce further injury or reduce pain or discomfort.

2.3.3 Written reports must be provided electronically in a .doc or .pdf format. The written reports must include:

2.3.3.1 Work Authorization Number (a unique identification number assigned by the service provider to the Court Project Manager when scheduling the evaluation)

2.3.3.2 Date of evaluation

2.3.3.3 Name of the individual being evaluated

2.3.3.4 Building address and workstation location

2.3.3.5 Description of current workstation configuration

2.3.3.6 Information regarding the observations and discussions with the person being evaluated, including if any, metrics, risk factors chart, pain and discomfort levels.

2.3.3.7 Findings and recommendations, including the most cost-effective product recommendations and/or specifications, adjustments and suggestions for improving workstation efficiency and safety, and work habit corrections.

2.3.3.8 Photographs of workstation, before and, if applicable, after workstation modifications.

2.3.3.9 All reports must be signed and dated by the evaluator.

2.4 Contractor Personnel: The Contractor shall assign to this project only personnel who have sufficient training, education and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of the Contractor's personnel, for any reason or no reason, Contractor shall replace them with qualified personnel.

2.4.1 The Contractor shall minimize turnover of personnel that is assigned to this project. Any additional personnel are subject to the approval by the Court.

2.4.1.1 The Court should be notified if the evaluator or other identified personnel, who regularly conducts business within the Court on evaluations changes. An introduction should be held with the new personnel that will be conducting business within the Court prior to them contacting staff and/or

performing any related business.

- 2.4.2. Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of any person who refuses to undergo a background check and the results of any background check requested by the Court performed by the Contractor.
- 2.4.3 Contractor shall provide the Court with any existing company vaccination policy to determine if it is in accordance with the Court's vaccination policy. Should the Contractor not have an existing company vaccination policy, the Court will determine if steps are needed to reduce the health and safety risk to the court staff, partner agencies and court customers.
- 2.5 Description of Goods: The Court may purchase ergonomic items that are recommended by evaluators through the selected Contractor. The Contractor shall work with the assigned vendors to provide the Court the products, goods, materials and supplies free and clear of all liens, claims, surcharges and encumbrances.
 - 2.5.1 The Court's inventory must be used prior to purchasing new items. The selected contractor must contact the Court prior to purchasing new items to confirm inventory has been used.
 - 2.5.2 All goods purchased through the selected Contractor must be priced based on current fair market value. The selected Contractor should exercise procuring items at the lowest fair and reasonable market price available. The Court may at its sole decision procure the items through a third party vendor if lower pricing is available.
 - 2.5.3 All goods purchased through the selected contractor must be shipped and received in working order free from material defects. Should items be lost during shipment, the Contractor will replace items without further charge to the Court.
 - 2.5.4 The Court will inspect goods upon receipt to ensure they are in good working order and free from material defect. Should the Court find any defects, the Court will notify Contractor within 5 business days of receipt to obtain a replacement. In the event the item is not installed immediately, the Court will notify Contractor upon installation should it be determined there are defects. The Court will notify Contractor upon notification of defect within 5 business days of notification from Court employee. Contractor must agree to replace items that are defective.
 - 2.5.5 Product warranties must be made and available within one year of receipt of all items. The exception to this would be for ergonomic seating that is provided. The warranty on chairs ranges from one to five years. Contract must warrant that should a chair become defective during the warranty period, the Contractor will

work with the vendor to obtain a replacement.

2.6 If selected, Contractor will provide services for the following nine (9) court locations:

- Rene C. Davidson Courthouse – Oakland, CA
- Administration Building – Oakland, CA
- Wiley W. Manuel Courthouse – Oakland, CA
- Juvenile Justice Courthouse – San Leandro, CA
- Hayward Hall of Justice – Hayward, CA
- George E. McDonald Courthouse – Alameda, CA
- Berkeley Courthouse – Berkeley, CA
- Fremont Hall of Justice – Fremont, CA
- East County Hall of Justice – Dublin, CA

2.7 Timeframe for Services: The Court anticipates the term of the agreement will be for three (3) years beginning March 1, 2022 and ending February 28, 2025 (“Initial Term”) with the Court holding option to extend the agreement for up to two (2) consecutive two-year terms (“Option Terms”) defined as follows:

March 1, 2022 to February 28, 2025 – “Initial Term”

March 1, 2025 to February 28, 2027 – “First Option Term”

March 1, 2027 to February 28, 2029 – “Second Option Term”

2.7.1 The option to extend the agreement for any of the Option Terms will be at the sole discretion of the Court. The exercise of any such option will be pursuant to the terms and conditions of the executed agreement.

3.0 TIMELINE FOR THIS RFP

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
RFP issued	November 18, 2021
Deadline for questions to: bidquestions@alameda.courts.ca.gov	December 2, 2021
Questions and answers posted at: http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities	December 9, 2021
Latest date and time proposal may be submitted to: bidquestions@alameda.courts.ca.gov	December 22, 2021 no later than 3:00 PM pacific time

EVENT	DATE
Anticipated interview dates (<i>estimate only</i>)	January 10 to January 14, 2022
Evaluation of proposals (<i>estimate only</i>)	January 10 to January 19, 2022
Notice of Intent to Award (<i>estimate only</i>)	January 21, 2022
Negotiations and execution of contract (<i>estimate only</i>)	January 24 to February 28, 2022
Contract start date (<i>estimate only</i>)	March 1, 2022
Contract end date (<i>estimate only</i>)	<p>Initial Term: March 1, 2022 to February 28, 2025</p> <p>First Option Term: March 1, 2025 to February 28, 2027</p> <p>Second Option Term: March 1, 2027 to February 28, 2029</p>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	Separate Attachment. These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	Separate Attachment. If selected, the person or entity submitting a proposal (the “Prospective Bidder”) must sign this Standard Terms and Conditions.
Attachment 3: Prospective Bidder’s Acceptance of Terms and Conditions	Separate Attachment. On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	Separate Attachment. The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	Separate Attachment. The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	Separate Attachment. This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 7: Unruh and FEHA Certification	[Only for solicitations only of \$100,000 or more] Separate Attachment. The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 8: Bidder Declaration	Separate Attachment. The Contractor must complete this form only if wishes to claim Disabled Veteran Business Enterprise (DVBE) incentive associated with this solicitation.
Attachment 9: DVBE Declaration	Separate Attachment. Separate Attachment found on the website where the RFP is posted. Complete this form only if Prospective Bidder will claim DVBE incentive associated with this solicitation.
Attachment 10: Question and Answer Submission Form	Separate Attachment. Separate attachment found on the website where the RFP is posted. Form must be submitted when Prospective Bidder has a question regarding the RFP. Answers will be posted onto the Court’s website.
Attachment 11: On-Site Evaluation Cost Worksheet	Separate Attachment. The Contractor must complete the table of the Cost Worksheet. Include this attachment ONLY in your Cost Proposal response.
Attachment 12: Contact Sheet	Separate Attachment. Prospective Bidder’s contact information.
Attachment 13: Reference Check Form	Separate Attachment. Prospective Bidder’s reference check information.
Attachment 14: Checklist	Separate Attachment. RFP Checklist.

5.0 PAYMENT INFORMATION

- 5.1 An invoice for the Court shall be generated at the beginning of each month for services performed during the previous month. The Contractor shall submit one original invoice for payment for services rendered under this Agreement for approval by the Court. Preference will be given to vendors able to their invoice electronically via email to the Court.
- 5.2 The Court will not pay or reimburse the Contractor, or their employees for travel, or any other related expenses that are required as part of the Project.
- 5.3 Any requests outside of the Project will be considered a separate purchase order outside the Contract purchase order and will be processed on a separate purchase order.
- 5.4 The Contractor must provide written notice to the Court of the specific excess charge and obtain Court's consent prior to performing any additional service that would incur an excess charge.
- 5.5 Each monthly billing statement should contain the latest contact phone number to correct or update billing information.
- 5.6 Payment terms will be specified in the Contract document that will be executed as a result of an award made under this RFP, however, Prospective Bidders are hereby advised that the Court payments are made by the State of California, and the State does not make any advance payment for services. Payment will be made based upon completion of tasks as provided for in the Agreement between the Court and the selected Service Provider.

6.0 SUBMISSIONS OF PROPOSALS

- 6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.
- 6.2 The Prospective Bidder must submit its proposal in two files, the technical proposal and the cost proposal.
- 6.3 The Court is only accepting proposals via email. Proposals must be emailed to: bidquestions@alameda.courts.ca.gov

The Court will not accept proposals that are hand delivered or delivered by a carrier or mail service provider at this time.

- 6.4 Late proposals will not be accepted.

7.0 PROPOSAL CONTENTS

7.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

7.1.2 The Prospective Bidder's legal business name, address, telephone and fax numbers, and federal tax identification number. Please note that if the Prospective Bidder is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

7.1.3 Name, title, address, telephone number, and email address of the individual who will act as the Prospective Bidder's designated representative for purposes of this RFP.

7.1.4 For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

7.1.5 Number of years providing similar service.

7.2 Technical Proposal Contents

7.2.1 Provide a brief summary of your firm, its services, and a description of key staff who will be conducting assessments (brochures and marketing materials may be included as an appendix but should not take the place of a brief written response).

7.2.2 Describe the competency, qualification levels, and professional certifications of the Prospective Bidder's project manager and staff. Contractor must include information on their hiring, ongoing educations or training classes, and the levels of background check and process.

7.2.3 Include a description of your experience and expertise serving public sector clients. Include a summary of what differentiates your firm from your competitors.

7.2.4 Include how many days per month you are available to perform ergonomic services to the Court. Please clarify if the available days include limited hours as well. Include a list of your company holidays for 2022.

7.2.5 You will be asked to schedule appointments and evaluations directly with employees after approval by the Court Project Manager. Describe the method and tools you use to schedule evaluation appointments and determine employees' availability.

7.2.6 Describe how you would handle an unexpected cancellation of an evaluation and state whether you would charge any fees to compensate for that lost appointment. **NOTE:** If there is a fee for cancellation, please include it on the Cost Worksheet, attachment 11.

7.2.7 Describe a challenging ergonomic evaluation in the last two (2) years you have worked on which you and your client were happy with the outcome and explain why. Indicate what the problem was, include the recommendations you made and the outcome, if known.

7.2.8 Provide an example report of an evaluation you have performed in the last two (2) years for an employee in an office environment. Remove confidential information as needed.

7.2.9 What is a reasonable period for you to submit evaluation reports to the Court Project Manager following a site visit to the Court for an evaluation.

7.2.10 Describe the types of statistics and data you would keep track of during your performance providing services for the Court, which would show the benefit of your services to the Court Project Manager. You may include an excel table or other means.

7.2.11 Provide sample materials of online and printed resources developed by your firm for the purpose of conducting self-assessments and establishing preventative ergonomic safety measures in the workplace.

7.3 References:

Prospective Bidder shall use and submit Reference Check Form (Attachment 13) to provide information of a minimum of three (3) clients for whom the Prospective Bidder has conducted similar services in size and scope during the last three (3) years, including 2 public entities. For reference, the Court currently has approximately 650-700 employees.

The Court may contact references listed by the Prospective Bidder as part of this selection. Please note that the Court may work through a Prospective Bidder's Reference Manager to complete a reference check. Please inform Prospective Bidder's references that they may be contacted by the Court during the RFP process.

7.4 Acceptance of the Terms and Conditions.

7.4.1 On Attachment 3, the Prospective Bidder must check the appropriate box and sign the form. If the Prospective Bidder marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion or other modification.

7.4.2 If exceptions are identified, the Prospective Bidder must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

7.5 Certifications, Attachments, and other requirements.

7.5.1 The Prospective Bidder must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.

7.5.2 The Prospective Bidder must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.

7.5.3 The Prospective Bidder must complete the Payee Data Record Form (Attachment 6).

7.5.4 The Prospective Bidder is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof That Prospective Bidder is in good standing in California. If Prospective Bidder is a foreign corporation, LLC, LP, or LLP, and Prospective Bidder conducts or will conduct (if awarded the contract) intrastate business in California, proof that Prospective Bidder is qualified to do business and in good standing in California. If Prospective Bidder is a foreign corporation, LLC, LP, or LLP, and Prospective Bidder does not (and will not if awarded the contract) conduct intrastate business in California, proof that Prospective Bidder is in good standing in its home jurisdiction.

7.5.5 Copies of the Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.

7.5.6 Proof of financial solvency or stability (e.g. balance sheets and income statements).

7.5.7 The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its bid. *[For solicitations only of \$100,000 or more]*

7.5.8 The Prospective Bidder must complete the Bidder Declaration form (Attachment 8) only if wishes to claim the Disabled Veteran Business Enterprise (DVBE) incentive associated with this solicitation.

7.5.9 Each DVBE that will provide goods and/or services in connection with the contract must complete the DVBE Declaration form (Attachment 9). If the Prospective Bidder is itself a DVBE, it must also complete and sign the DVBE Declaration.

7.5.10 The Prospective Bidder must complete the Contact Sheet (Attachment 12) and submit the completed sheet with its bid.

7.5.11 The Prospective Bidder must complete the Reference Check Form (Attachment 13) and submit the completed form with its bid.

7.6 Cost Proposal. The following information must be included in the cost proposal.

7.6.1 Prospective Bidders shall use and submit On-Site Evaluation Cost Worksheet (Attachment 11) to propose firm fixed price rates for evaluation with a detailed line item budget showing total cost of providing services set forth in the RFP. Fully explain and justify all budget line items in a narrative entitled “Budget Justification.” Complete cost proposal will include proposed rates for the initial contract term and all option terms.

7.6.2 The Prospective Bidder’s firm fixed rates for providing these services, shall be inclusive of all costs including, but not limited to personnel, materials, computer support, commissions, travel, lodging, per diem, and overhead rates. It is expected that all Prospective Bidders responding to this RFP will offer the Prospective Bidder’s government or comparable favorable rates.

7.6.3 Contractor shall provide cost for printed of customized materials, such as onboarding/new hire packets, ergonomic pamphlets, or handouts. Contractor may provide the list of materials they have available.

7.6.4 Contractor shall list rates for providing access to online resources robust enough for the Court employee to conduct a self-assessment ergonomic evaluation. This will include access to customized videos, graphics and pamphlets.

7.6.5 Contractor shall list an hourly rate for any consultation services related to special ergonomic projects or for expert advice on ergonomic proficiencies to help reduce workplace injuries that may be outside the scope of services.

7.6.6 **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** The Court’s method of payment to the selected service provider for the services specified in this RFP will be by cost reimbursement. Payment for services will be made based on the accepted services rendered by invoice that meets the criteria set forth in the contract, no deviation will be accepted.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

8.0 OFFER PERIOD

A Contractor's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

9.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents in Section 7.0.

The Court will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. All proposals received from Prospective Bidders will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units or experience of any individual members of the Evaluation Committee will not be made available to any Prospective Bidder.

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at <http://www.alameda.courts.ca.gov/Pages.aspx/Contract-Opportunities>

CRITERION	MAXIMUM NUMBER OF POINTS
Cost Proposal	30
Experience and Qualifications	40
Acceptance to Terms and Conditions	10
Completeness of Technical Proposal	20
References	5

10.0 INTERVIEWS

The Court may conduct interviews with Prospective Bidders to clarify aspects set forth in their proposals. The interviews may be conducted via Zoom. The Court will notify eligible Prospective Bidders regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT. The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Prospective Bidder that is not a publicly-traded corporation. All other information in

proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court’s right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Prospective Bidder prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

- 12.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.
- 12.2 The Prospective Bidder will receive a DVBE incentive if, in the sole determination of the Council’s staff, Prospective Bidder has met all applicable requirements. If Prospective Bidder receives the DVBE incentive, a number of points will be added to the score assigned to the Prospective Bidder’s proposal. The number of points that will be added as specified in section 9 above.
- 12.3 To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Prospective Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).
- 12.4 If Prospective Bidder wishes to seek the DVBE incentive:
 - a. The Prospective Bidder must complete and submit with its proposal the Bidder Declaration (**Attachment 8**). The Prospective Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
 - b. The Prospective Bidder must submit with its proposal a DVBE Declaration (**Attachment 9**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If the Prospective Bidder is itself a DVBE, it must also complete and sign the DVBE Declaration (**Attachment 9**). If Prospective Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration.

NOTE: The DVBE Declaration is not required if Prospective Bidder will qualify for the DVBE incentive using BUP on file with DGS.

- 12.5 Failure to complete and submit these forms as required will result in Prospective Bidder not receiving the DVBE incentive. In addition, Court staff may request additional written

clarifying information. Failure to provide this information as requested will result in Prospective Bidder not receiving the DVBE incentive.

- 12.6 If Prospective Bidder receives the DVBE incentive: (i) Prospective Bidder will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Prospective Bidder must use any DVBE subcontractor(s) identified in its proposals unless the JCC approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will continue a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

13.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Prospective Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. The Court is only accepting protests via email. Protests must be emailed to:

bidquestions@alameda.courts.ca.gov